

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FRITZ KOPPENBERGER

vs.

**STATE AUTO PROPERTY &
CASUALTY INSURANCE COMPANY
AND PAUL MOINOT**

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CIVIL ACTION NO. 4:16-CV-298

**NOTICE OF REMOVAL PURSUANT TO
28 U.S.C. §§ 1441(a), 1446, 1332(a)**

TO THE HONORABLE JUDGE OF SAID COURT:

Pursuant to 28 U.S.C. §§1441(a), 1446 and 1332(a), State Auto Property & Casualty Insurance Company (hereinafter “State Auto”), submits this Notice of Removal, based on diversity jurisdiction, to the United States District Court for the Southern District of Texas, Houston Division, of the action styled *Fritz Koppenberger v. State Auto Property & Casualty Insurance Company and Paul Moinot*, and in support thereof, would respectfully show this Court as follows:

I. Introduction

1.1 Plaintiff is Fritz Koppenberger (hereinafter “Plaintiff”); Defendant is State Auto Property & Casualty Insurance Company (hereinafter “State Auto”).

1.2 Plaintiff is the owner of property located at 14802 Buckskin Bridge Ct., Sugarland, Texas 77498. Plaintiff filed a claim for hail and wind damage to said property. After asking State Auto to cover the cost of repairs, Plaintiff alleges that State Auto failed to pay policy proceeds allegedly owed pursuant to the terms of the policy.

1.3 On or about March 11, 2015, Plaintiff sued Defendant in a suit styled *Fritz Koppenberger v. State Auto Property & Casualty Insurance Company and Paul Moinot*, Cause Number 15-DCV-221831, in the 400th Judicial District Court in Fort Bend County, Texas and alleged, through various causes of action, that State Auto breached its contract of insurance with Plaintiff, violated various provisions of the Texas Insurance Code, violated the Texas Deceptive Trade Practices Act, committed common law bad faith, engaged in unfair insurance practices, and committed said violations of the insurance code knowingly.

1.4 Plaintiff contends that Moinot violated the Texas Insurance Code Chapter 541 and the Texas Deceptive Trade Practices only.

1.5 On or about April 10, 2015, Defendant State Auto filed an Original Answer, Special Denials, Special Exceptions, and Affirmative Defenses, in response to Plaintiff's Petition. On May 13, 2015, Defendant State Auto filed an amended answer.

1.6 On or about January 6, 2016, by and through an email from counsel for Plaintiff, Defendant State Auto was notified that Plaintiff had no intention to serve Paul Moinot and to effectively consider him nonsuited without prejudice. *See a true and correct copy of the email correspondence and recent correspondence requesting service on Mr. Moinot, attached hereto as Exhibit "1."* At that time, counsel for State Auto requested that Plaintiff counsel stipulate that the damages sought were less than \$75,000.00. In response, Counsel for Defendant State Auto received correspondence requesting service on Mr. Moinot. Plaintiff's counsel indicated no desire to serve Mr. Moinot until removal to Federal Court was presented as State Auto's chosen response to the nonsuit of Moinot. As a result of the case becoming removable on January 6, 2016, Defendant State Auto files this notice of removal within the 30-day time period required by 28 U.S.C. §1446(b)(3) and within one year of commencement of the action.

II. Basis for Removal

2.1 Removal is proper because there is complete diversity between the current parties to the suit. 28 U.S.C. §1332(a); *Johnson v. Columbia Props. Anchorage, L.P.*, 437 F.3d 894, 899-900 (9th Cir. 2006). Plaintiff is a citizen and resident of the State of Texas. Defendant State Auto Property & Casualty Insurance Company is a citizen of Ohio, with its place of incorporation and principal place of business in Ohio. Defendant Moinot has never been served, and was effectively nonsuited without prejudice which was withdrawn by Plaintiff's counsel in light of State Auto's intent to remove this case to this Court. Because of the circumstances surrounding the allegations, service, and pursuit of claims against Defendant Moinot, all indications are that he was improperly joined in this action, as discussed herein.

2.2 Based upon the claims asserted by Plaintiff and Plaintiff's Original Petition filed in the underlying suit, it is believed, and Plaintiff has claimed an amount that exceeds \$75,000.00, excluding interest, and costs. 28 U.S.C. §1332(a); *Andrews v. E.I. du Pont de Nemours & Co.*, 447 F.3d 510, 514-15 (7th Cir. 2006). Plaintiff's Petition expressly states that Plaintiff seeks monetary relief over \$100,000.00, but not more than \$200,000.00.

2.3 All pleadings, process, orders, and other filings in the State Court action are attached to this notice as Exhibit "2" for all purposes herein as required by 28 U.S.C. §1446(a).

2.4 Venue is proper in this district under 28 U.S.C. §1441(a) because the State Court where the action has been pending is located in this district.

2.5 Defendant State Auto will promptly file a copy of this Notice of Removal with the clerk of the State Court where the action has been pending.

III. Defendant Moinot was Improperly Joined to Defeat Diversity

3.1 The test for improper joinder is whether the defendant has demonstrated that there is no possibility of recovery by the Plaintiff against an in-state Defendant or whether there is no reasonable basis for predicting that the Plaintiff might be able to recover against an in-state Defendant. *Smallwood v. Illinois Central Railroad Co.*, 385 F.3d 568 (5th Cir. 2004). However, whether a Plaintiff has stated a valid cause of action depends upon and is directly connected to the facts alleged by Plaintiff and the pleaded theory of recovery. *Griggs v. State Farm Lloyds*, 181 F.3d 694, 701 (5th Cir. 1999). The *Griggs* Court required that the petition state specific “facts warranting liability” in order to defeat removal. *Id.* (emphasis added).

3.2 The facts alleged in Plaintiff’s petition relating to Defendant Moinot do not form the basis of an independent cause of action against him when compared to causes of action available to Plaintiff against State Auto. Plaintiff filed suit against Moinot for essentially the same conduct that he seeks to recover from State Auto—it allegedly undervalued Plaintiff’s damages.

3.3 Even though an adjuster is a “person” as defined by the Texas Insurance Code, an adjuster cannot be held liable for a violation of the Insurance Code unless he causes an injury distinguishable from the insured’s actions. *Nasti v. State Farm Lloyds*, U.S. Dist. LEXIS 22059 at *3 (S.D. Tex. 2014); *Aguilar v. State Farm Lloyds*, U.S. Dist. LEXIS 130384 at *4-*5 (N.D. Tex. 2015); *Novelli v. Allstate Texas Lloyd’s*, U.S. Dist. LEXIS 37418 at *4-*5 (S.D. Tex. 2012) Adjusters, like Moinot will not be held individually liable for the company’s decision to pay or deny a claim. See *Ardila v. State Farm Lloyds*, 2001 WL 34109378 (S.D. Tex. 2001) (citing *Coffman v. Scot Wetzel Services, Inc.*, 908 S.W. 2d 516 (Tex. App.—Fort Worth 1995, no writ) for the proposition that adjusters do not have liability under the DTPA for lack of good faith in processing insurance claims)).

3.4 Furthermore, claims against Moinot for “insufficient investigation and undervaluing the claim, incorporated into a report to [the company], is insufficient to establish the possibility of a claim against him individually for violation of the Texas Insurance Code §541.060(a), the DTPA. . . and common law fraud.” *See Centro Cristiano Cosecha Final v. The Ohio Casualty Ins. Co.*, No. 4:10-CV-01846, Memorandum Op. dated January 20, 2011, p. 38.

3.5 The Fifth Circuit held that “in the absence of evidence sufficient to sustain a finding that the employee” himself committed a violation of the Insurance Code and that such violation was a cause of damage or legally recognized harm to the Plaintiff, “there is no reasonable possibility that Texas would allow recovery . . . against an insurance company employee, who in the course and scope of his employment engages in the business of insurance.” *Hornbuckle v. State Farm Lloyds*, 385 F.3d 538, 545 (5th Cir. 2004). Various Federal Courts throughout the state have come to the same conclusion. *See Aguilar v. State Farm Lloyds*, 2015 LEXIS 130384 at *7 (N.D. Tex. 2015); *Messersmith v. Nationwide Mutual Fire Ins. Co.*, 10 F. Supp.3d 721, 725 (N.D. Tex. 2014); *see also Lakewood Chiropractic Clinic v. Travelers Lloyds Insurance Company*, 2009 WL 3602043 at *4 (S.D. Tex. 2009) (holding that conclusory allegations regarding “some involvement” were insufficient); *Ford v. Property & Casualty Insurance Company of Hartford*, 2009 WL 4825222 (S.D. 2009) (pleading that individual Defendant was an adjuster assigned to investigate was insufficient);.

3.6 Moreover, post-loss statements regarding coverage are not misrepresentations under the Insurance Code. *Texas Mut. Ins. Co. v. Ruttiger*, 381 S.W.3d 430, 445-46 (Tex. 2012); *One Way Investments, Inc. v. Centruy Surety Co.*, U.S. Dist. LEXIS 171357 (N.D. Tex. 2014); *see also Provident Am. Ins. Co. v. Casteneda*, 988 S.W.2d 189, 200, n. 55 (Tex. 1990), *overruled on other grounds*, *Crown Life Ins. Co. v. Casteel*, 22 S.W.3d 378 (Tex. 2000); *Royal Globe Ins. Co.*

v. Bar Consultants, Inc., 577 S.W. 2d 688, 694-95 (Tex. 1979); *Allstate Indem. Co. v. Hyman*, 2006 WL 694014 at *8 (Tex. App.—Texarkana 2006, no pet.); *Avila v. Loya*, 2005 WL 1902120 at *5 (Tex. App.—Amarillo 2005, no pet.); *Gulf States Underwriters of La., Inc. v. Wilson*, 753 S.W.2d 422, 430 (Tex. App.—Beaumont 1988, writ denied).

3.7 The factual allegations in Plaintiff’s petition are insufficient to support a cause of action against Moinot. Plaintiff alleges in his petition the following regarding Mr. Moinot:

Moinot was assigned as an individual adjuster on the claim, conducted a substandard investigation and inspection of the property, prepared a report that failed to include all of the damages that he noted during the inspection, and undervalued the damages he observed.

See Plaintiff’s Original Petition, p. 3, paragraph 11. Furthermore, Plaintiff alleges that “Moinot’s unreasonable investigation led to the underpayment of Plaintiff’s claim.” *See id. at p. 3, paragraph 12.*

3.8 No where in the Petition does Plaintiff illustrate, allude, or reference any action, involvement, statement, alleged misrepresentations, or activity that would give rise to an independent cause of action against Moinot. In fact, the factual allegations against Moinot included in the Petition are the precise claims that Courts have held do not give rise to an independent cause of action, and do not defeat diversity jurisdiction. *See supra paragraphs 3.2, 3.3, 3.4, 3.5, and 3.6.*

IV. Jury Demand

4.1 Plaintiff did demand a jury in the State Court action.

As there is complete diversity between the current parties to the suit as of January 6, 2016, Defendant Moinot was improperly joined, and the amount in controversy exceeds \$75,000.00, Defendant State Auto Property & Casualty Insurance Company requests that the

Court remove this action from the 400th Judicial District Court in Fort Bend County, Texas to the United States District Court for the Southern District of Texas, Houston Division.

Respectfully submitted this 3rd day of February, 2016.

/s/Charles B. Mitchell, Jr.

CHARLES B. MITCHELL, JR.

State Bar No. 14207000

Federal ID No.: 16627

MICHAEL SHANE O'DELL

State Bar No. 24065835

Naman, Howell, Smith & Lee, PLLC

405 Fort Worth Club Building

306 West 7th Street

Fort Worth, Texas 76102-4911

Telephone: 817.509-2040

Facsimile: 817.509-2060

E-mail: charles.mitchell@namanhowell.com

E-mail: sodell@namanhowell.com

**ATTORNEYS FOR DEFENDANT STATE
AUTO PROPERTY & CASUALTY
INSURANCE COMPANY**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing was served upon counsel of record for Plaintiff, via Certified Mail, Return Receipt Requested, in accordance with Federal Rules of Civil Procedure, on the 3rd day of February, 2016.

VIA CM/RRR

Richard Daly

Daly and Black, P.C.

2211 Norfolk Street, Suite 800

Houston, TX 77098

/s/ Charles B. Mitchell, Jr.

CHARLES B. MITCHELL, JR.

EXHIBIT “1”

Charlie Mitchell

From: Sheldon Wayne [swayne@dalyblack.com]
Sent: Wednesday, January 06, 2016 12:31 PM
To: Charlie Mitchell
Cc: Patty Rien
Subject: RE: Koppenberger v. State Auto

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Charles – Barring any unforeseen circumstances, we don't intend on serving Moinot in the foreseeable future. Consider him effectively non-suited without prejudice.

Best,

Sheldon

From: Charlie Mitchell [mailto:charles.mitchell@namanhowell.com]
Sent: Wednesday, January 06, 2016 7:29 AM
To: Sheldon Wayne <swayne@dalyblack.com>
Cc: Patty Rien <prien@namanhowell.com>
Subject: RE: Koppenberger v. State Auto

Sheldon:

To be clear it is your client's position that he will not serve and will not prosecute the claims made against Paul Moinot contained in your current petition. Please confirm this.

Charles B. Mitchell, Jr., Esq.

Naman Howell Smith & Lee, PLLC
Fort Worth Club Building
306 West 7th Street, Suite 405
Fort Worth, Texas 76102-4911
(817)509-2025 (main)
(817)509-2040 (direct)
(817)509-2060 (fax)

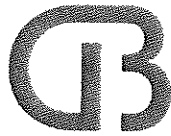
Email: charles.mitchell@namanhowell.com

Licensed in Texas and Arkansas



Naman Howell
Smith&Lee, PLLC,
ATTORNEYS AT LAW
| Austin | Ft. Worth | San Antonio | Waco |

To Learn More visit www.namanhowell.com



DALY & BLACK, P.C.

February 1, 2016

Fort Bend County District Clerk
301 Jackson Street
Richmond TX 77469
ATTN: CIVIL

RE: Cause No. 15-DCV-221831; *Fritz Koppenberger v. State Auto Property & Casualty Insurance Company and Paul Moinot*; In the 400th Judicial District Court of Fort Bend County, Texas

Dear Fort Bend County District Clerk:

On March 11, 2015, Plaintiff's Original Petition was filed and a request for issuance of service was also made with proper payment being made at that time. However, to date Mr. Paul Moinot has not been served.

Therefore, it is being requested again that your office issue a citation for service upon the following defendant:

Paul Moinot
5922 B. Kansas Street
Houston, Texas 77007

Once the citation is ready, kindly hold it for pick-up and we will have him served privately. An on-line payment of \$8.00 is being made for service. If you have any questions, please contact my office. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Laurie R. Gillespie".

Laurie R. Gillespie
Paralegal



ANNIE REBECCA ELLIOTT
Fort Bend County District Clerk
301 Jackson, Richmond, TX 77469

REQUEST FOR PROCESS

All sections must be completed for processing this request.

Section 1:

Cause No. 15-DCV-221831

Style:

Date 02/01/2016

FRITZ KOPPENBERGER

VS

STATUE AUTO PROPERTY & CASUALTY INSURANCE COMPANY, ET AL.

Section 2:

Check Process Type:

☒ Citation ☐ Precept to Serve / Notice of Hearing ☐ Temporary Restraining Order

☐ Application for Protective Order / Temporary (Ex Parte) Protective Order

☐ Notice of Registration of Foreign Judgment ☐ Citation by Posting

☐ Writ of _____ ☐ Other _____

☐ Citation by Publication* - Newspaper: _____

* (All publications are sent to: India Herald Inc., 10701 Corporate Drive, Suite 282 • Sugar Land, Texas 77487)

* (Unless another newspaper is specified – FBC Constable will only serve within their jurisdiction.)

APPLICATION FOR ISSUANCE OF SUBPOENA MUST BE SUBMITTED ON A SEPARATE FORM

Section 3:

Title of Document/Pleading to be attached for service: _____

Plaintiff's Original Petition

Note: You must furnish one copy of the document/pleading for each party served.

Section 4: PARTIES TO BE SERVED (Please type or print):

1. Name: Paul M. Moinot

Address: 5922 B. Kansas Street

City: Houston

State: TX

Zip: 77007

2. Name: _____

Address: _____

City: _____

State: _____

Zip: _____

3. Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

4. Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

5. Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Section 5

Check Service Type:

- | | |
|---|---|
| <input type="checkbox"/> No Service | <input type="checkbox"/> Secretary of State |
| <input type="checkbox"/> Sheriff | <input type="checkbox"/> Commissioner of Insurance |
| <input type="checkbox"/> Constable Pct. _____ | <input type="checkbox"/> Out of County |
| <input type="checkbox"/> Out of State | <input checked="" type="checkbox"/> Private Process |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Registered Mail (Out of Country) |

Section 6 (ONLY if Section 7 does not apply)

Attorney Name: Richard D. Daly, DALY & BLACK, P.C.

Address: 2211 Norfolk Street, Suite 800

Houston Street/P.O. Box TX 77098
 City State Zip

Attorney's Telephone No. 713-655-1405 **Attorney's Bar No.** 00796429

Section 7 (ONLY if Section 6 does not apply)

Pro-Se Name: _____

Address: _____

 City State Zip

Telephone No. _____

Section 8

Check Delivery Type:

- ☒ Hold for pick up ☐ Mail to Attorney ☐ Mail to Pro-Se Party

EXHIBIT “2”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FRITZ KOPPENBERGER**vs.**

**STATE AUTO PROPERTY &
CASUALTY INSURANCE COMPANY
AND PAUL MOINOT**

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CIVIL ACTION NO. 4:16-CV-298

APPENDIX/INDEX OF STATE COURT PLEADINGS

NOTICE OF REMOVAL

A.	State Court Register of Actions listing all pleadings filed in the case	
B.	Certified Copy of the State Court Docket Sheet	
C.	Plaintiff's Original Petition	3/11/15
D.	Civil Case Information Sheet	3/11/15
E.	Request for Process regarding issuance of Citations for Defendant State Auto Property & Casualty Insurance Company	3/11/15
F.	Citation for Defendant Paul Moinot	3/13/15
G.	Un-executed Return of Service for Defendant Paul Moinot	3/30/15
H.	Citation for Defendant State Auto Property & Casualty Insurance Company	3/13/15
I.	Return of Service for Defendant State Auto Property & Casualty Insurance Company	3/23/15
J.	Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Insured's Failure to Appraise	4/10/15
K.	Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Absence of Named Insured	4/10/15
L.	Fiat Setting Hearing Date for Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for the Insured's Failure to Appraise and it's Plea in Abatement for Absence of Named Insured	4/10/15
M.	Defendant State Auto Property and Casualty Insurance Company's letter to the Court regarding the filing of Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for the Insured's Failure to Appraise, Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Absence of Named Insured	4/10/15
N.	Defendant State Auto Property & Casualty Insurance Company's Original Answer, Special Denials, Affirmative Defenses, Special	4/10/15

	Exceptions, Request for Disclosure, and Jury Demand Subject to and Without Waiving it's Previously Filed Motion to Abate	
O.	Notice of Hearings on Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Absence of Named Insured and it's Plea in Abatement for Failure to Appraise	4/17/15
P.	Plaintiff's Response to Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Failure to Appraise	5/6/15
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T.	Defendant State Auto Property & Casualty Insurance Company's Certificate of Written Discovery Subject to and Without Waiving Defendant's Pleas in Abatement	5/8/15
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V.	Defendant State Auto Property & Casualty Insurance Company's Amended Verified Plea in Abatement for Absence of Named Insured	5/13/15
W.	Defendant State Auto Property & Casualty Insurance Company's Amended Verified Plea in Abatement for Insured's Failure to Appraise	5/13/15
X.	Defendant State Auto Property & Casualty Insurance Company's letter to the Court regarding the Notice of Hearings regarding the June 8 th , 2015 hearings on the Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Absence of Named Insured and it's Amended Plea in Abatement for Failure to Appraise	5/15/15
Y.	Notice of Hearings on Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Absence of Named Insured and it's Amended Plea in Abatement for Failure to Appraise	5/15/15
Z.	Defendant State Auto Property & Casualty Insurance Company's Certificate of Written Discovery Subject to and Without Waiving Pleas in Abatement	5/19/15
aa.	Plaintiff's Response to Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Insured's Failure to Appraise	6/5/15

bb.	Proposed Order on Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Insured's Failure to Appraise	6/5/15
cc.	Plaintiff's Response to Defendant State Auto Property's Amended Plea in Abatement for Absence of Named Insured	6/5/15
dd.	Proposed Order on Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Absence of Named Insured	6/5/15
ee.	Defendant State Auto Property & Casualty Insurance Company's letter to the Court regarding Defendant State Auto Property & Casualty Insurance Company's request for a Certified Copy of the Docket Sheet and the payment regarding same	1/22/16
ff.	Letter to the Court from Plaintiff's counsel regarding the request for issuance of Citation for Service upon the Defendant Paul Moinot	2/1/16
gg.	Plaintiff's Request for Process regarding issuance of Citation for Defendant Paul Moinot	2/1/16
hh.	Defendant State Auto Property & Casualty Insurance Company's Notice of Filing Notice of Removal to the United States District Court for the Southern District of Texas Houston Division	2/3/16

Respectfully submitted this 3rd day of February, 2016.

/s/ Charles B. Mitchell, Jr.

CHARLES B. MITCHELL, JR.

State Bar No. 14207000

Federal ID No.: 16627

MICHAEL SHANE O'DELL

State Bar No. 24065835

Naman, Howell, Smith & Lee, PLLC

405 Fort Worth Club Building

306 West 7th Street

Fort Worth, Texas 76102-4911

Telephone: 817.509-2040

Facsimile: 817.509-2060

E-mail: charles.mitchell@namanhowell.com

E-mail: sodell@namanhowell.com

**ATTORNEYS FOR DEFENDANT
STATE AUTO PROPERTY & CASUALTY
INSURANCE COMPANY**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing has been served on this 3rd day of February, 2016 as follows via certified mail, return receipt requested and via the Court's ECF system; which sent notification to the following:

Via CMRRR No.7013 2250 0002 1956 3310

Richard D. Daly
Daly and Black, P.C.
2211 Norfolk St., Suite 800
Houston, Texas 77098

/s/ Charles B. Mitchell, Jr.

CHARLES B. MITCHELL, JR.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FRITZ KOPPENBERGER

vs.

**STATE AUTO PROPERTY &
CASUALTY INSURANCE COMPANY
AND PAUL MOINOT**

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CIVIL ACTION NO. _____

EXHIBIT “A”

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)
Location : Fort Bend [Images](#) [Help](#)**REGISTER OF ACTIONS****CASE NO. 15-DCV-221831****Fritz Koppenberger vs State Auto Property & Casualty Insurance Company and Paul Moinot**§
§
§
§
§Case Type: **Contract - Other Contract**
Date Filed: **03/11/2015**
Location: **400th District Court****PARTY INFORMATION**

	Attorneys
Defendant or Respondent Moinot, Paul Houston, TX 77007	
Defendant or Respondent State Auto Property & Casualty Insurance Company Austin, TX 78701	Charles B Mitchell, Jr <i>Retained</i> 817-509-2025(W)
Defendant or Respondent State Auto Property & Casualty Insurance Company Austin, TX 78701 Removed: 04/10/2015 Other	Charles B Mitchell, Jr <i>Retained</i> 817-509-2025(WA)
Defendant or Respondent State Auto Property & Casualty Insurance Company Austin, TX 78701 Removed: 04/10/2015 Other	Charles B Mitchell, Jr <i>Retained</i> 817-509-2025(WA)
Plaintiff or Petitioner Koppenberger, Fritz	Richard D Daly <i>Retained</i> 713-655-1405(W)

EVENTS & ORDERS OF THE COURT**OTHER EVENTS AND HEARINGS**

03/11/2015	Docket Sheet <i>Docket Sheet</i>		
03/11/2015	Petition Doc ID# 1 <i>Plaintiff's Original Petition</i>		
03/11/2015	Case Information Sheet <i>Civil Case Information Sheet</i>		
03/11/2015	Request Doc ID# 2 <i>Request for Process</i>		
03/13/2015	Issuance Doc ID# 3 <i>Citation by C/M Issued to Paul Moinot (Unable to Forward 03-30-15)</i>		
03/13/2015	Citation CMRRR# 7196 9008 9115 6076 6865 Moinot, Paul	Unserved	
03/13/2015	Issuance Doc ID# 4 <i>Citation by C/M Issued to State Auto Property & Casualty Insurance Company</i>		
03/13/2015	Citation CMRRR# 9414 7266 9904 2953 8519 32 State Auto Property & Casualty Insurance Company	Served Returned	03/19/2015 03/23/2015
04/10/2015	Answer/Contest/Response/Waiver Doc ID# 5 <i>Defendant State Auto Property & Casualty Insurance Company's Original Answer, Special Denials, Affirmative Defenses, Special Exceptions, Request for Disclosure, and Jury Demand, Subject to and Without Waiving It's Previously Filed Motions to Abate</i>		
04/10/2015	Answer/Contest/Response/Waiver Doc ID# 6 <i>Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Insured's Failure to Appraise</i>		
04/10/2015	Letters <i>Cover Letter</i>		
04/10/2015	Proposed Order Doc ID# 7 <i>Fiat Setting the Hearing Date</i>		
04/10/2015	Answer/Contest/Response/Waiver Doc ID# 8 <i>Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Absence for a Named Insured.</i>		
04/17/2015	Notice Doc ID# 9 <i>Notice of Hearing</i>		
05/06/2015	Answer/Contest/Response/Waiver Doc ID# 10 <i>Plaintiff's Response to Defendant State Auto Property's Plea in Abatement for Absence of Named Insured</i>		
05/06/2015	Answer/Contest/Response/Waiver Doc ID# 12 <i>Plaintiff's Response to Defendant State Auto Property & Casualty Insurance Company's Plea in Abatement for Failure to Appraise</i>		
05/06/2015	Proposed Order Doc ID# 13		

	Order	
05/08/2015	<u>Certificate</u> Doc ID# 14	
	Certificate of Written Discovery, Subject to and Without Defendant's Pleas in Abatement	
05/11/2015	<u>M/Hearing</u> (1:30 PM) (Judicial Officers Vacek, Clifford J, Perez-Jaramillo, Maggie)	
	PLEA IN ABATEMENT	
05/13/2015	<u>Amended Filing</u> Doc ID# 15	
	Defendant State Auto Property & Casualty Insurance Company's Amended Answer, Special Denials, Affirmative Defenses, Special Exceptions and Jury Demand Subject to and Without Waiving its previously filed Motions to Abate	
05/13/2015	<u>Amended Filing</u> Doc ID# 16	
	Defendant State Auto Property & Casualty Insurance Company's Amended Verified Plea in Abatement for Absence of a Named Insured	
05/13/2015	<u>Amended Filing</u> Doc ID# 17	
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05/15/2015	<u>Notice</u> Doc ID# 18	
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05/19/2015	<u>Certificate</u> Doc ID# 19	
	Certificate of Written Discovery Subject to and Without Waiving Defendant's Pleas in Abatement	
06/05/2015	<u>Answer/Contest/Response/Waiver</u> Doc ID# 20	
	Plaintiff's Response to Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Insureds Failure to Appraise	
06/05/2015	<u>Proposed Order</u> Doc ID# 21	
	Order (Plaintiff's Response to Defendant State Auto Property & Casualty Insurance Company's Amended Plea in Abatement for Insureds Failure to Appraise)	
06/05/2015	<u>Answer/Contest/Response/Waiver</u> Doc ID# 22	
	Plaintiff's Response to Defendant State Auto Property's Amended Plea in Abatement For Absence of Named Insured	
06/05/2015	<u>Proposed Order</u> Doc ID# 23	
	Order (Plaintiff's Response to Defendant State Auto Property's Amended Plea in Abatement For Absence of Named Insured)	
06/08/2015	<u>M/Hearing</u> (1:30 PM) (Judicial Officers Vacek, Clifford J, Perez-Jaramillo, Maggie)	
	DEFENDANT'S AMENDED PLEA IN ABATEMENT FOR ABSENCE OF NAMED INSURED AND IT'S AMENDED PLEA IN ABATEMENT FOR FAILURE TO APPRAISE	
06/16/2015	<u>Order</u> Doc ID# 11	
	Order (Plaintiff's Response to Defendant State Auto Property's Plea in Abatement for Absence of Named Insured) - DENIED	
01/22/2016	<u>Copy</u>	
	CC of Docket Sheet was Mailed to Charles B. Mitchell Jr on 01-26-16	
02/01/2016	<u>Letters</u>	
	Cover Letter	
02/01/2016	<u>Request</u> Doc ID# 24	
	Request for Process	
02/02/2016	<u>Issuance</u> Doc ID# 25	
	Citation Issued To Paul Moinot	
02/02/2016	<u>Citation</u>	
	Hold For Pick-up	
	Moinot, Paul	
02/02/2016	<u>Letters</u>	Unservd
	Attachment Notice	

FINANCIAL INFORMATION

	Defendant or Respondent State Auto Property & Casualty Insurance Company		
	Total Financial Assessment		
	Total Payments and Credits		
	Balance Due as of 02/02/2016		
			0.00
04/13/2015	Transaction Assessment		
04/13/2015	E-filing	Receipt # 2015-19000-DCLK	2.00
04/13/2015	Transaction Assessment		(2.00)
04/13/2015	E-filing	Receipt # 2015-19003-DCLK	2.00
04/20/2015	Transaction Assessment		(2.00)
04/20/2015	E-filing	Receipt # 2015-20955-DCLK	2.00
05/11/2015	Transaction Assessment		(2.00)
05/11/2015	E-filing	Receipt # 2015-24932-DCLK	2.00
05/14/2015	Transaction Assessment		(2.00)
05/14/2015	E-filing	Receipt # 2015-25684-DCLK	2.00
05/14/2015	Transaction Assessment		(2.00)
05/14/2015	E-filing	Receipt # 2015-25808-DCLK	2.00
05/18/2015	Transaction Assessment		(2.00)
05/18/2015	E-filing	Receipt # 2015-26285-DCLK	2.00
05/20/2015	Transaction Assessment		(2.00)
05/20/2015	E-filing	Receipt # 2015-26846-DCLK	2.00
01/25/2016	Transaction Assessment		(2.00)
01/25/2016	E-filing	Receipt # 2016-04537-DCLK	3.00
		State Auto Property & Casualty Insurance Company	(3.00)
	Plaintiff or Petitioner Koppenberger, Fritz		
	Total Financial Assessment		
	Total Payments and Credits		
	Balance Due as of 02/02/2016		
			558.00
			558.00
			0.00
03/11/2015	Transaction Assessment		512.00

03/11/2015	E-filing	Receipt # 2015-12729-DCLK	Koppenberger, Fritz	(512.00)
05/06/2015	Transaction Assessment			2.00
05/06/2015	E-filing	Receipt # 2015-24370-DCLK	Koppenberger, Fritz	(2.00)
05/06/2015	Transaction Assessment			2.00
05/07/2015	E-filing	Receipt # 2015-24371-DCLK	Koppenberger, Fritz	(2.00)
05/07/2015	Transaction Assessment			2.00
05/07/2015	E-filing	Receipt # 2015-24399-DCLK	Koppenberger, Fritz	(2.00)
05/07/2015	Transaction Assessment			2.00
05/07/2015	E-filing	Receipt # 2015-24400-DCLK	Koppenberger, Fritz	(2.00)
06/05/2015	Transaction Assessment			2.00
06/05/2015	E-filing	Receipt # 2015-30369-DCLK	Koppenberger, Fritz	(2.00)
02/01/2016	Transaction Assessment			36.00
02/01/2016	E-filing	Receipt # 2016-05830-DCLK	Koppenberger, Fritz	(36.00)

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FRITZ KOPPENBERGER

vs.

**STATE AUTO PROPERTY &
CASUALTY INSURANCE COMPANY
AND PAUL MOINOT**

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§
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§
§
§
§

CIVIL ACTION NO. _____

EXHIBIT “B”

CAUSE NO. 15-DCV-221831

[illegible]

I, Annie Rebecca Elliott, District Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Fort Bend County, Texas.
This 26 day of January, 2016



By Oshley Alaniz Deputy
Oshley Alaniz